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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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INDEMNITY INSURANCE COMPANY OF
NORTH AMERICA a/s/o HAIER AMERICA
TRADING LLC,

2013 Civ.

COMPLAINT

Plaintiff,

- against -

HYUNDAI MERCHANT MARINE CO. LTD and
MAHER TERMINALS, LLC,

Defendants.
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Plaintiff, INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a/s/o
HAIER AMERICA TRADING LLC, by and through its attorneys, Casey & Barnett LLC, as and
for its Complaint, alleges upon information and belief as follows:

JURISDICTION

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the
Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.

2. Venue is proper in this judicial district pursuant to 28 U.S.C. Section 1391(a)(2)
as a substantial part of the events giving rise to the claim occurred within this judicial district.

PARTIES

3. At all material times, INDEMNITY INSURANCE COMPANY OF NORTH
AMERICA (hereinafter "IINA" or "Plaintiff") was and is a corporation with an office and place

of business located at 1133 Avenue of the Americas, New York, New York 10036-6710 and is the subrogated underwriter of a consignment of 450 cartons of washing machines and dryers, as described below.

4. At all material times, HAIER AMERICA TRADING LLC (hereinafter “Haier”) was and is a corporation with an office and place of business located at 1356 Broadway, New York, NY 10018, and is the owner and shipper of a consignment of 450 cartons of washing machines and dryers, as described below.

5. At all material times, defendant, HYUNDAI MERCHANT MARINE CO. LTD (hereinafter “Hyundai” or “defendant”) was and is a corporation with an office and place of business located at One Panorama Center, 7701 Las Colinas Ridge, Suite 400, Irving, Texas and at all relevant times, was and is still doing business within the jurisdiction of this Honorable Court as a common carrier.

6. At all material times, defendant, MAHER TERMINALS LLC (hereinafter “Maher Terminals”) was and is a corporation with an office and place of business located at 1210 Corbin Street, Elizabeth, NJ 07201 and at all relevant times, was and is still doing business within the jurisdiction of this Honorable Court.

7. Plaintiff brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

AS AND FOR A CAUSE OF ACTION

8. On or about September 28, 2012, a consignment, consisting of 450 cartons of washers and dryers, then being in good order and condition, was laden into containers CAIU8445150, HDMU6651721, HDMU6672766, HDMU6885519, and TCNU7400914, and

was delivered to the M/V HYUNDAI GRACE and to defendant Hyundai and/or its agents at the port of Qingdao, China for transportation to New York, New York in consideration of an agreed upon freight, pursuant to Hyundai bill of lading QIWB3217920.

9. Thereafter, the aforementioned consignment was loaded aboard the M/V HYUNDAI GRACE, the bill of lading number was issued, and the vessel sailed for its intended destination.

10. On or about October 27, 2012, the consignment arrived in New York and was discharged at Maher Terminals in Elizabeth, New Jersey.

11. On or about October 27, 2012, evacuations were underway in coastal areas of New Jersey, which faced the highest risk of flooding from the impending hurricane's storm surge.

12. Defendant Maher Terminals was located in a high risk flooding zone.

13. On October 27, 2012 and days beforehand, the entire New York City region braced and prepared for Hurricane Sandy, which was widely forecasted to make landfall on or about October 29, 2012.

14. Despite these clear and present warnings of the impending storm, defendant Hyundai discharged, and defendant Maher Terminals accepted, the cargo into defendant Maher Terminals location on October 27, 2012.

15. On or about October 29, 2012, Hurricane Sandy made landfall.

16. Container HDMU 6885519, which was stored at ground level, sustained severe water damage due to water infiltration as a result of tidal storm surge.

17. As a result, 47 cartons of cargo inside container HDMU 6885519 were damaged and required to be sold at a discount.

18. The damage to the cargo was not the result of any act or omission of the plaintiff but, to the contrary, was due solely as the result of the negligence, fault, neglect, breach of contract of carriage, and bailment on the part of the defendants and/or their agents.

19. Defendants and/or their agents failed to take all reasonable measures and precautions to prevent damage to the subject cargo in light of the impending, forecasted, and highly publicized storm.

1. By reason of the foregoing, plaintiff has sustained losses which will be shown with specificity at trial, no part of which has been paid, although duly demanded, which are presently estimated to be no less than \$10,026.91.

WHEREFORE, Plaintiff prays:


1. That process in due form of law may issue against defendants citing them to appear and answer all and singular the matters aforesaid;

2. That judgment may be entered in favor of plaintiff against defendants, jointly and severally, for the amount of plaintiff's damages in the amount of at least \$10,026.91, together with interests, costs and the disbursements of this action; and

3. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: Morristown, New Jersey
June 24, 2013
115-1287

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Attorneys for Plaintiff

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